

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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NEIL RHODES, et al.,

Plaintiffs,

-against-

GARY DAVIS, et al.,

Defendants.

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**ANSWER**

CIV No.

08 CIV 4283(SCR)

Defendant Gary Davis, Individually and on behalf of Defendant Alarm Specialists, Inc., by and through his attorney, Anthony J. Siano, Esq., herein answers the Complaint in the above referenced action as follows:

1. Denies the allegations contained in Paragraph 1 of the Complaint. In all respects in this Answer, defendants Gary Davis, individually and on behalf of Alarm Specialists, Inc. ("the answering defendants") appear on their own behalf, notwithstanding the complaint's exclusive use of the corporate name "Alarm Specialist, Inc.", as to which corporation the answering defendants have no relationship and no knowledge or information.
2. Denies that the jurisdictional bases alleged Paragraph 2 of the Complaint apply.
3. Denies knowledge or information sufficient to form a belief as to the allegation contained in Paragraph 3 of the Complaint.
4. Denies the allegations contained in Paragraph 4 of the Complaint.
5. Upon information and belief, denies the allegations contained in Paragraph 5 of the Complaint, except admits that defendant Davis is an individual residing at 6

Northdale Road, White Plains, New York, and is a fifty percent (50%) owner, a Director and officer of Alarm Specialists, Inc., and a Trustee of certain benefit plans of that corporation.

6. Deny knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 6 of the Complaint.

7. Admits the allegations contained in Paragraph 7 of the Complaint.

8. Deny knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 8 of the Complaint.

9. Admits the allegations contained in Paragraph 9 of the Complaint.

10. Deny knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 10 of the Complaint.

11. Deny knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 11 of the Complaint, except admit that plaintiff Rhodes became a director of Alarm Specialists, Inc.

12. Deny knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 12 of the Complaint, except admit that plaintiff Rhodes remains a director of Alarm Specialists, Inc.

13. Denies the allegations contained in Paragraph 13 of the Complaint.

14. Denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 14 of the Complaint.

15. Denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 15 of the Complaint.

16. Denies the allegations contained in Paragraph 16 of the Complaint.

17. Denies the allegations contained in Paragraph 17 of the Complaint.
18. Denies the allegations contained in Paragraph 18 of the Complaint.
19. Denies the allegations contained in Paragraph 19 of the Complaint.
20. Denies the allegations contained in Paragraph 20 of the Complaint.
21. Denies the allegations contained in Paragraph 21 of the Complaint.
22. Denies the allegations contained in Paragraph 22 of the Complaint.
23. Denies the allegations contained in Paragraph 23 of the Complaint.
24. Denies the allegations contained in Paragraph 24 of the Complaint.
25. Denies the allegations contained in Paragraph 25 of the Complaint.
26. Denies the allegations contained in Paragraph 26 of the Complaint.
27. Denies the allegations contained in Paragraph 27 of the Complaint.
28. Denies the allegations contained in Paragraph 28 of the Complaint.
29. Denies the allegations contained in Paragraph 29 of the Complaint.
30. Denies the allegations contained in Paragraph 30 of the Complaint.
31. Denies the allegations contained in Paragraph 31 of the Complaint.
32. Denies the allegations contained in Paragraph 32 of the Complaint.
33. Denies the allegations contained in Paragraph 33 of the Complaint.
34. Denies the allegations contained in Paragraph 34 of the Complaint.
35. Denies the allegations contained in Paragraph 35 of the Complaint.
36. Denies the allegations contained in Paragraph 36 of the Complaint.
37. Defendant repeats and reiterates the answers to paragraphs 1 through 36

with the same force and effect as if set forth here.

38. Denies the allegations contained in paragraph 38 of the Complaint except admits that defendant Davis is a trustee of the benefit plans of Alarm Specialists, Inc..

39. Denies the allegations contained in Paragraph 39 of the Complaint.

40. Denies the allegations contained in Paragraph 40 of the Complaint.

41. Denies the allegations contained in Paragraph 41 of the Complaint, except admits that defendant Davis is a trustee of the benefit plans of Alarm Specialists, Inc.

42. Denies the allegations contained in Paragraph 42 of the Complaint.

43. Denies the allegations contained in Paragraph 43 of the Complaint.

44. Defendant repeats and reiterates the answers to paragraphs 1 through 43 with the same force and effect as if set forth here.

45. Denies the allegations contained in Paragraph 45 of the Complaint.

46. Denies the allegations contained in Paragraph 46 of the Complaint.

47. Denies the allegations contained in Paragraph 47 of the Complaint.

48. Denies the allegations contained in Paragraph 48 of the Complaint.

49. Denies the allegations contained in Paragraph 49 of the Complaint.

50. Denies the allegations contained in Paragraph 50 of the Complaint.

51. Denies the allegations contained in Paragraph 51 of the Complaint.

52. Defendant repeats and reiterates the answers to paragraphs 1 through 51 with the same force and effect as if set forth here.

53. Denies the allegations contained in Paragraph 53 of the Complaint.

54. Denies the allegations contained in Paragraph 54 of the Complaint.

55. Denies the allegations contained in Paragraph 55 of the Complaint.

56. Denies the allegations contained in Paragraph 56 of the Complaint.

57. Defendant repeats and reiterates the answers to paragraphs 1 through 56 with the same force and effect as if set forth here.

58. Denies the allegations contained in Paragraph 58 of the Complaint.

59. Denies the allegations contained in Paragraph 59 of the Complaint.

60. Denies the allegations contained in Paragraph 60 of the Complaint.

61. Denies the allegations contained in Paragraph 61 of the Complaint.

62. Defendant repeats and reiterates the answers to paragraphs 1 through 61 with the same force and effect as if set forth here.

63. Denies the allegations contained in Paragraph 63 of the Complaint.

64. Denies the allegations contained in Paragraph 64 of the Complaint.

65. Denies the allegations contained in Paragraph 65 of the Complaint.

66. Defendant repeats and reiterates the answers to paragraphs 1 through 65 with the same force and effect as if set forth here.

67. Denies the allegations contained in Paragraph 67 of the Complaint.

68. Denies the allegations contained in Paragraph 68 of the Complaint.

69. Defendant repeats and reiterates the answers to paragraphs 1 through 68 with the same force and effect as if set forth here.

70. Denies the allegations contained in Paragraph 70 of the Complaint

71. Denies the allegations contained in Paragraph 71 of the Complaint

72. Denies the allegations contained in Paragraph 72 of the Complaint

73. Denies the allegations contained in Paragraph 73 of the Complaint.

74. Denies the allegations contained in Paragraph 74 of the Complaint.

75. Defendant repeats and reiterates the answers to paragraphs 1 through 74 with the same force and effect as if set forth here.

76. Denies the allegations contained in Paragraph 76 of the Complaint

77. Denies the allegations contained in Paragraph 77 of the Complaint

78. Denies the allegations contained in Paragraph 78 of the Complaint

79. Denies the allegations contained in Paragraph 79 of the Complaint.

80. Denies the allegations contained in Paragraph 80 of the Complaint.

81. Denies the allegations contained in Paragraph 81 of the Complaint.

82. Denies the allegations contained in Paragraph 82 of the Complaint.

83. Denies the allegations contained in Paragraph 83 of the Complaint.

84. Defendant repeats and reiterates the answers to paragraphs 1 through 83 with the same force and effect as if set forth here.

85. Denies the allegations contained in Paragraph 85 of the Complaint

86. Denies the allegations contained in Paragraph 86 of the Complaint

87. Defendant repeats and reiterates the answers to paragraphs 1 through 86 with the same force and effect as if set forth here.

88. Denies the allegations contained in Paragraph 88 of the Complaint

89. Denies the allegations contained in Paragraph 89 of the Complaint.

90. Defendant repeats and reiterates the answers to paragraphs 1 through 89 with the same force and effect as if set forth here.

91. Denies the allegations contained in Paragraph 91 of the Complaint.

92. Denies the allegations contained in Paragraph 92 of the Complaint.

93. Denies the allegations contained in Paragraph 93 of the Complaint.

94. Denies the allegations contained in Paragraph 94 of the Complaint.

95. Denies the allegations contained in Paragraph 95 of the Complaint.

96. Defendant repeats and reiterates the answers to paragraphs 1 through 95 with the same force and effect as if set forth here.

97. Denies the allegations contained in Paragraph 97 of the Complaint.

98. Denies the allegations contained in Paragraph 98 of the Complaint.

99. Denies the allegations contained in Paragraph 99 of the Complaint.

100. Denies the allegations contained in Paragraph 100 of the Complaint.

**AS AND FOR AFFIRMATIVE DEFENSES**

101. The Complaint fails to state a cause of action upon which relief may be granted as to defendant Gary Davis or as to the corporation Alarm Specialists, Inc.

102. The Complaint has no personal jurisdiction over Alarm Specialists, Inc.

103. The Complaint fails to set forth the allegations of fraud with particularity.

104. Plaintiffs' claims are barred by the statute of limitations.

105. Plaintiffs' claims are barred by their own reckless conduct.

106. Plaintiffs' claims are barred by their failure to act with minimal diligence.

107. Plaintiffs' claims are barred by estoppel.

108. Plaintiffs' claims are barred by laches.

109. Plaintiffs' claims have been waived.

110. Plaintiffs' claims are barred by the equitable doctrines of unclean hands and in pari delicto.

WHEREFORE, defendants Gary S. Davis and Alarm Specialists Inc. seek entry of a judgment and order dismissing the Complaint and entering judgment in favor of defendants, together with costs and disbursements, and such other and further relief as to this Court may seem just and proper.

DATED: June 5, 2008  
White Plains, New York

ANTHONY J. SIANO, ESQ.  
Attorney for Defendants  
Gary S. Davis and Alarm Specialists  
Inc.

By: 

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**VERIFICATION**

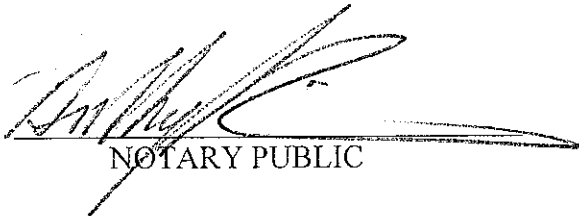
Gary S. Davis, under the penalties of perjury, deposes and says:

I am the individual defendant named in the above-entitled action. I have read the foregoing Answer and the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief and as to those matters I believe it to be true.



Gary S. Davis

Sworn to before me this  
5<sup>th</sup> day of June, 2008

  
NOTARY PUBLIC